

REMARKS

Claim 11 has been canceled without prejudice or disclaimer. Claims 1-10, 12-17, 19-23, 25 and 26 have been amended. No new claims have been added. Accordingly, claims 1-10 and 12-26 are currently pending.

Priority

Applicants appreciate the Examiner's acknowledgment of the claim for priority. Submitted herewith is a certified copy of the corresponding Japanese patent application (JP 2000-184561). An indication that this document has been safely received would be appreciated.

35 U.S.C §112

Claims 4, 10, 13 and 15 have been amended to overcome the rejection under 35 USC 112, second paragraph.

35 U.S.C §101

Claims 1, 2, 4, 6 and 13 have been amended to overcome the rejection under 35 U.S.C. §101 for claiming an invention directed to non-statutory subject matter.

35 U.S.C §102

Claims 1-3 and 6 are rejected under 35 U.S.C §102(b) as being anticipated by Walker et al. Claims 4, 5 and 7-26 are rejected under 35 U.S.C §102(e) as being anticipated by Simon. These rejections are traversed as follows.

The present invention is directed to a method and system that can bind questions and answers about a commodity or service to a contract before the contract is entered into. For this purpose, a provision for checking in the future whether or not the contents of a contract are consistent with the description of the commodity made before the contract is provided.

On the other hand, Walker et al disclose a method for binding a buyer's offer to a seller's acceptance (see abstract). Walker et al's disclosure differs from the present invention as follows. With respect to claims 1 and 2, contract data contains description data or a description specifying data for specifying the description content in addition to the content of the contract. Alternatively, the contract data contains questions and answers in addition to the content of the contract. Furthermore, claim 6 recites that contract data and description data are stored so as to have a correspondence relationship therebetween by using

inherent data. The inherent data is a data string determined with regard to the description data.

Walker et al do not disclose or suggest checking in the future whether or not the contents of a contract are consistent with its description made before entering into the contract. In addition, Walker et al do not disclose contract data having descriptions specifying data or questions and answers.

Simon discloses that a first party who proposes a contract stipulates a condition in addition to the contract. The contract is completed when a second party accepts the stipulated condition (see column 2, lines 35-49). Simon does not disclose or suggest checking in the future as to whether or not contents of a contract are consistent with a description of the commodity made before entering into the contract.

While Simon appears to disclose at column 4, lines 55-59, that negotiation (definition D1 of goods G1 and definition D2 of goods G2) that are exchanged before entering the contract is included in a contract proposal CP when the CP is created, such negotiations are not used to prove in the future that the first and second parties relied upon them prior to entering into the contract. This is apparent from Simon's

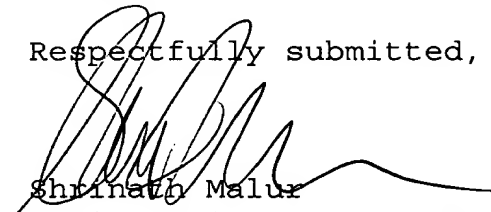
disclosure that the negotiations are non-binding from a legal standpoint (see column 4, lines 41-45).

Simon differs from Applicant's claimed invention in that an electronic signature is provided with Applicant's description data as a means for confirming that the description data was transferred between a covenantor and a covenantee. On the other hand, Simon does not disclose any such electronic signature and indeed states that the negotiations are non-binding. As such, it is submitted that the pending claims patentably define the present invention over the cited art.

Conclusion

In view of the foregoing amendments and remarks, Applicants contend that the above-identified application is now in condition for allowance. According, reconsideration and reexamination are respectfully requested.

Respectfully submitted,



Shrinath Malur
Registration No. 34,663
Attorney for Applicants

MATTINGLY, STANGER & MALUR
1800 Diagonal Rd., Suite 370
Alexandria, Virginia 22314
(703) 684-1120
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